

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Davie, Debra : Chapter 13
Davie, Joseph
Debtors : 23-10103

**CONSENT ORDER TO SELL PROPERTY KNOWN AS
220 WILLOW ROAD, WALLINGFORD, PA 19086**

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. PNC Bank, N.A. consents to the sale of the property known as 220 Willow Road, Wallingford, PA, 19086 so long as it is paid in full at closing; further, time is of the essence;

2. It is further agreed that the Debtors are granted permission to sell their real property located at 220 Willow Road, Wallingford, PA 19086 ("Property"), free and clear of all liens, for the sale price of \$280,000.00, pursuant to the terms of a certain real estate agreement of sale dated as of April 12, 2023, to the buyers there under, Thomas and Brenna Weisenbach ("Buyers"), who have been represented to be purchasing the Property at arms-length.

3. The proceeds of the sale, including any funds held as a deposit made by or on behalf of the Buyer, shall be distributed substantially in the following manner:

(a) Any and all past due real estate taxes, if any, and present real estate taxes if any, shall be prorated to the date of settlement,

(b) Municipal claims, if any, including past due sewer, water or refuse charges, if any, and any present municipal claims prorated at settlement;

(c) Any mortgage claims existing on the subject premises. With respect to the mortgage claims held by PNC Bank, N.A., said liens will be paid in full subject to a proper payoff quote at the time of closing and closing is required within 30 days of the payoff quote date or a new payoff is required within 30 days of closing;

(d) Valid judgment liens if any;

(e) All applicable closing costs including any real estate transfer taxes, realtor's commission paid in conformity with the terms, and conformity with the terms, and condition of the agreement of sale;

(f) From the Debtors' share, \$1,403.64 shall be made payable to Scott F. Waterman, Trustee, P.O. Box 680, Memphis, Tennessee 38101-0680, to fund their

chapter 13 plan which will cover the remaining balance of counsel fees, 100% of any remaining valid unsecured proof of claims filed. \$1,403.64 is a payoff figure needed to fund the plan. This amount is subject to change if the Trustee amends this amount prior to and/or at settlement; and

(g) The remaining proceeds left remaining shall be distributed to the debtors.

4. This Order shall be effective immediately and shall not be subject to the Stay otherwise imposed by Bankruptcy Rule 6004 (g); and

5. The Debtor is authorized to sign all deeds and other documents needed to transfer good title to the Real Property to the Buyer.

6. The Title Company shall send a copy of the final HUD-1 Settlement Statement to Scott Waterman Trustee, 2901 St. Lawrence Avenue, Suite 100, Reading, PA 19606, within 2 Days after closing.

Dated: May 16, 2023 /s/ Adam B. Hall, Esquire
Adam B. Hall, Esquire 323867
Attorney for PNC Bank, N.A.

Dated: May 16, 2023 /s/ Denise Carlon
Denise Carlone 317226
Attorneys for PNC Bank, N.A.

Dated: May 16, 2023 /s/ Mitchell J. Prince, Esquire
Mitchell J. Prince 61336
Attorney for Debtor

Dated: May 16, 2023 /s/ Anne E. Swartz, Esquire
Scott F. Waterman, Trustee
Ann E. Swartz, Staff Attorney for
Scott F. Waterman, Trustee

AND NOW, this _____ day of _____ 2023, it is hereby ORDERED that the foregoing Consent Order is approved, shall be, and is made an Order of this Court.

BY THE COURT:

ASHELY M. CHAN
U.S. BANKRUPTCY JUDGE